

RESOLUTION NO. 2020-57

AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ENTER INTO AN AGREEMENT WITH MEDINA COUNTY TO EXCHANGE OPERATING FUNDS FOR MEDINA COUNTY'S GRANT FUNDS AND TO PROVIDE FOR MEDINA COUNTY TO FUND A PORTION OF THE COST OF THE AUTHORITY'S 251 FLYER ROUTE

WHEREAS, the Federal Transit Administration ("FTA") apportions funds each year to the urban transit systems in Ohio under Section 5307 of Title 49 of the United States Code ("Section 5307 "), based on their transit data; and

WHEREAS, Medina County operates Medina County Public Transit ("MCPT"), an urban public transit system; and

WHEREAS, Medina County is in need of operating funds and as a large urbanized transit system under the Cleveland urbanized area, cannot use its federal funds for operating expenses; and

WHEREAS, Medina County has asked GCRTA to apply for and accept a portion of its share of federal Section 5307 capital funds and disburse operating funds to Medina County for fiscal years 2019 and 2020 and to consider continuing this practice into the future; and

WHEREAS, Medina County wishes to have GCRTA provide transportation services known as the 251 Flyer route during such time periods in 2020 when it is feasible to do so; and

WHEREAS, Medina County is willing to provide a portion of the cost of operating the Authority's 251 Flyer route; and

WHEREAS, the Authority is willing to enter into an agreement with Medina County that provides for the Authority to apply for and accept a portion of Medina County's share of federal Section 5307 capital funds and disburse operating funds to Medina County for fiscal year 2020 and for Medina County to provide a share of the funding for the Authority's 251 Flyer route for fiscal year 2020.

NOW, THEREFORE, BE IT RESOLVED by the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:


Section 1. That the General Manager, Chief Executive Officer is hereby authorized to execute an agreement with Medina County providing for (1) the Authority to apply for and accept a portion of Medina County's share of federal Section 5307 capital funds and disburse operating funds ("Local Funds") to Medina County for fiscal years 2019 and 2020; and (2) Medina County to provide a share of the funding for the Authority's 251 Flyer route for fiscal year 2020.

Section 2. That the General Manager, Chief Financial Officer is hereby authorized to apply for a portion of Medina County's share of federal Section 5307 capital funds, use the federal funds in its capital program and disburse an equal amount, less Medina County's share of the funding for the Authority's 251 Flyer route, in Local Funds to Medina County.

Section 3. That Medina County shall use the Local Funds only for the purpose of public transportation and shall be responsible for and hold the Greater Cleveland Regional Transit Authority harmless for any claims relating to the exchange of funds or misappropriation of the Local Funds.

Section 4. That this resolution is effective immediately upon its adoption.

Adopted: July 28, 2020

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
Interim Secretary-Treasurer



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ENTER INTO AN AGREEMENT WITH MEDINA COUNTY TO EXCHANGE OPERATING FUNDS FOR MEDINA COUNTY'S GRANT FUNDS AND TO PROVIDE FOR MEDINA COUNTY TO FUND A PORTION OF THE COST OF THE AUTHORITY'S 251 FLYER ROUTE	Resolution No.: 2020-57
	Date: July 23, 2020
	Initiator: Finance and Administration
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This action will authorize an agreement between Medina County and GCRTA to exchange capital funds allocated to Medina County Public Transit ("MCPT") under Sections 5307 of Title 49 of the United States Code for operating funds. The agreement will also provide for Medina to fund a portion of the cost of the Authority's 251 Flyer Route.
- 2.0 DESCRIPTION/JUSTIFICATION: This resolution will authorize the General Manager, Chief Executive Officer to enter into an agreement with Medina County to exchange a portion of MCPT's Section 5307 capital funds for local dollars. These are funds allocated by the Federal Transit Administration ("FTA") to MCPT in 2019 and 2020 totaling \$640,660.00. MCPT has requested this exchange because its need for operating funds outweighs its need for capital funds. The agreement also states that \$13,500 will be deducted from the transfer to MCPT to pay for a portion of the cost of the 251 Flyer route.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: The economic impact on GCRTA will be an increase of \$640,660 in federal funds to the RTA Development Fund and a \$627,160, decrease in the RTA Operating Fund, Department 43 Pass Thru Account.
- 7.0 ALTERNATIVES: The GCRTA could reject MCPT's request and risk losing the use of these funds in the Cleveland Urbanized Area due to MCPT's inability to use these funds for capital expenditures.
- 8.0 RECOMMENDATION: It is recommended that this resolution be adopted to ensure that the Cleveland Urbanized Area does not forfeit these funds.
- 9.0 ATTACHMENT: Draft agreement with Medina County.

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
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General Manager, Chief Executive Officer

# DRAFT

## AGREEMENT BETWEEN THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND BOARD OF MEDINA COUNTY COMMISSIONERS FOR EXCHANGE OF FUNDS

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Greater Cleveland Regional Transit Authority (hereinafter the "Authority" or "GCRTA"), having an office located at 1240 West 6<sup>th</sup> Street, Cleveland, Ohio 44113 and the Board of Medina County Commissioners, (hereinafter "Grantee") whose business address is 144 N. Broadway St., Medina, Ohio 44256 (collectively, the "Parties").

WITNESSETH: THAT

WHEREAS, the Federal Transit Administration ("FTA") apportions funds each year to the urban transit systems in Ohio under Section 5307 of Title 49 of the United States Code ("Section 5307"), based on their transit data; and

WHEREAS, transit systems have three years to obligate their apportioned funds or the funds will lapse and return to FTA; and

WHEREAS, Medina County Public Transit ("MCPT") is an urban public transit system operated by Grantee; and

WHEREAS, FTA awarded Section 5307 funds for FFY 2019 and FFY 2020 to MCPT but MCPT will not be able to utilize all of these funds; and

WHEREAS, MCPT has a need for operating funds and, as a large urbanized transit system under the Cleveland urbanized area, cannot use its federal funds for operating expenses; and

WHEREAS, GCRTA could arrange to exchange federal Section 5307 funds for local dollars; and

WHEREAS, GCRTA has agreed to accept Section 5307 funds from FTA on behalf of MCPT; and

WHEREAS, GCRTA provided transportation services known as the 251 flyer ("Transportation Services") during calendar year 2019 under an agreement with Grantee; and

WHEREAS, Grantee wishes to have GCRTA provide the Transportation Services for calendar year 2020; and

WHEREAS, GCRTA is willing to provide the Transportation Services during such time periods in 2020 when it is feasible to do so, including the time period from January 1, 2020 until March 24, 2020, when the Transportation Services were discontinued due to the

COVID 19 pandemic; and

WHEREAS, Grantee is willing to pay for a portion of the Transportation Services, with an appropriate adjustment for the time period when services have been discontinued due to the COVID 19 pandemic.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to set forth the terms and conditions upon which GCRTA will accept Section 5307 funds from FTA on behalf of Grantee and disburse local dollars ("Operating Funds") to Grantee and the terms and conditions under which Grantee will use the Operating Funds.

SECTION 1: Based upon mutual consent between the Grantee and GCRTA, GCRTA will apply for and accept One Hundred Forty-six Thousand Two Hundred Seventy-six Dollars (\$146,276.00) of 2019 Section 5307 funds and Four Hundred Ninety-four Thousand Three Hundred Eighty-four Dollars (\$494,384.00) of 2020 Section 5307 funds on behalf of Grantee. GCRTA agrees to administer the federal funds pursuant to and in accordance with the terms of the applicable FTA grant agreement and conditions and within its capital program.

SECTION 2: Upon receipt of the Section 5307 funds from FTA, GCRTA will transfer Six Hundred Twenty-seven Thousand One Hundred Sixty Dollars (\$627,160.00) in Operating Funds to Grantee, which is the Six Hundred Forty Thousand Six Hundred Sixty Dollars (\$640,660.00) requested less the amount of Thirteen Thousand Five Hundred Dollars (\$13,500.00) for a portion of the cost of providing Transportation Services during calendar year 2020.

SECTION 3: Grantee's portion of the cost of providing Transportation Services during calendar year 2020 will be pro-rated at a rate of Four Thousand Five Hundred Dollars (\$4,500.00) per month. At the conclusion of calendar year 2020, when the actual number of service days during 2020 is known, the Parties will calculate the amount of the adjustment for the time period when services were discontinued. An appropriate credit or deduction will be made in the 2021 agreement between the Parties for exchange of funds. If the Parties do not enter into such an agreement, the adjustment will be made in cash.

SECTION 4: The Grantee agrees to use the Operating Funds only for the purpose of public transportation.

SECTION 5: The Parties agree that this Agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth below, and that all prior agreements and understandings are merged into and contained in this Agreement.

SECTION 6: The Grantee shall be responsible for and hold GCRTA harmless from and against all findings for recovery issued by FTA or any other agency of competent jurisdiction, and any and all other claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses related to the application and/or disbursement of funds on behalf of Grantee under this Agreement or any misappropriation or use of the Operating Funds that is not in accordance with the terms of this agreement up to the total sum of funds transferred pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties, hereto have caused this Agreement to be made,

effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by their respective duly authorized officials.

Board of Medina County Commissioners

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Colleen Swedyk  
President of the Board

Greater Cleveland Regional Transit Authority

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India L. Birdsong  
General Manager, Chief Executive Officer

APPROVED AS TO LEGAL FORM AND  
CORRECTNESS:

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Sheryl King Benford, General Counsel  
Deputy General Manager for Legal  
Affairs